

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 59
2. Contract No.	3. Solicitation No. W52P1J-07-R-0021	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE	
7. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390		Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name CARRIE BARR E-mail address: CARRIE.BARR@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) [REDACTED]
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11. Table Of Contents							
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

NOTICE TO ALL OFFERORS: THIS IS A DRAFT SOLICITATION THE OFFICIAL REQUEST FOR PROPOSAL WILL BE RELEASED AT A LATER DATE

NSN: 1320-01-464-2033

Item: M54A1 Burster

This solicitation is issued as a Request for Proposal (RFP) for the procurement of M54A1 Bursters, a component of the M110A2 White Phosphorous projectile, under the following terms and conditions:

1. The U.S. Army and U.S. Marine Corps have requirements for 30,000 each M54A1 Bursters, including three evaluated options: 100% for FY08, 50% for FY09, and 100% for FY10.
2. A First Article Test is required and should be delivered to the Government by the first delivery date set forth in Section B of this solicitation. The Government requires 45 days for review/approval after receipt; therefore, contractors should plan for submittal of First Article Test Report in time to meet the required delivery schedule.
3. This requirement will be acquired via full and open competition.
4. One competitive, best value, firm fixed price, multiple year contract is contemplated for award.
5. Deliveries will be F.O.B. Origin (0001AB and 0001AD) for CONUS bidders and F.O.B Destination (0001AC and 0001AE) for OCONUS bidders.
6. A pre-award survey may be conducted.
7. The following will be issued as Government furnished material (GFM):

- | | | |
|--------------------------|-----------------------------------|-------------|
| 1. TNT Type I Flake | NSN: 1376-00-628-3333, MIL-T-248 | 5,343 lbs. |
| 2. CYCLOTOL Type I 75/25 | NSN: 1376-00-007-4872, MIL-C-1347 | 46,000 lbs. |

The GFM is in stock and can be shipped as soon as it is required for the base quantity. GFM for any option quantities will need to be requested by the contractor 90 days prior to required delivery.

8. NOTICE TO ALL OFFERORS:

a. All offerors are cautioned to pay specific attention to Section L Instructions, Conditions, and Notices to Offerors. Offerors should take special note of the provision at Federal Acquisition Regulation (FAR) 52.215-1, Instructions to Offerors Competitive Acquisition. The Government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15.306(a)). Initial proposals should contain the offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

b. Offerors are notified to read in its entirety Section M Evaluation Factors for Award. This best value acquisition will be awarded based on evaluation of the offerors proposal, using the areas, factors and subfactors listed in Section M of this RFP. The award will be made based on the evaluation of technical/management, recent/relevant past performance, price, and small business utilization plan that provide the best value to the US Government; therefore, the award may be made to other than the low offeror.

c. Offerors are cautioned to ensure that their proposals are fully complete, including all fill-ins and blanks in the solicitation. The also includes small business subcontracting plans and written approval from the cognizant Contracting Officer to use rent free Government owned Facilities and Equipment.

d. Offerors are directed to the provision in Section L regarding Central Contractor Registration (CCR). Failure to register in the CCR will preclude an offeror from receiving award under this solicitation.

9. This RFP should not be discussed with any Government employee except the Contracting Officer, Mr. Norman Brown, email norman.brown1@us.army.mil or the Contract Specialist, Ms. Carrie Barr, email carrie.barr@us.army.mil. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this competitive acquisition.

*** END OF NARRATIVE A 0001 ***

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Regulatory Cite	Title	Date
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A-1 LOCAL	52.204-7000 ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005
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Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2 LOCAL	52.246-4536 SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SPSJM-CTA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-3 LOCAL	52.252-4500 FULL TEXT CLAUSES	APR/2006
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE TEST</u> NSN: 1320-01-464-2033 NOUN: M54A1 BURSTER FSCM: 19200 PART NR: 12991152 SECURITY CLASS: Unclassified	30000	EA	\$ _____	\$ _____
0001AA	<u>FIRST ARTICLE TEST</u> NOUN: M54A1 BURSTER <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45 <u>Deliveries or Performance</u> DOC				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	001 W52P1J6211A712 W90Y63 M 3				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001 25,000 0210				
	FOB POINT: Origin				
	SHIP TO: <u>FREIGHT ADDRESS</u>				
	(W90Y63) SR W0K4 USA OSC PINE BLUFF ARS				
	ARMY PA FUNDED ACCT BLDG 23 310				
	10020 KABRICH CIRCLE				
	PINE BLUFF AR 71602-9500				
	<u>PRODUCTION QTY WITH FAT - OCONUS</u>				
0001AD	NOUN: M54A1 BURSTER				
	PRON: HH6C1068M2 PRON AMD: 01				
	AMS CD: 41373102016				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	001 W52P1J6211A712 W90Y63 M 3				
<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>					
001 25,000 0210					
FOB POINT: Destination					
SHIP TO: <u>FREIGHT ADDRESS</u>					
(W90Y63) SR W0K4 USA OSC PINE BLUFF ARS					
ARMY PA FUNDED ACCT BLDG 23 310					
10020 KABRICH CIRCLE					
PINE BLUFF AR 71602-9500					
<u>PRODUCTION QTY WITH FAT - CONUS</u>					
NOUN: M54A1 BURSTER					
PRON: T16C1T26HH PRON AMD: 02					
AMS CD: 41373102016					
CUSTOMER ORDER NO: M9545006MP61022					
<u>Packaging and Marking</u>					
<u>Inspection and Acceptance</u>					
INSPECTION: Origin ACCEPTANCE: Origin					

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	001 M6785462125010 W90Y63 M 3				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001 5,000 0210				
	FOB POINT: Origin				
	SHIP TO: <u>FREIGHT ADDRESS</u>				
	(W90Y63) SR W0K4 USA OSC PINE BLUFF ARS ARMY PA FUNDED ACCT BLDG 23 310 10020 KABRICH CIRCLE PINE BLUFF AR 71602-9500				
	<u>PRODUCTION QTY WITH FAT - OCONUS</u>				
NOUN: M54A1 BURSTER PRON: T16C1T26HH PRON AMD: 02 AMS CD: 41373102016 CUSTOMER ORDER NO: M9545006MP61022					
<u>Packaging and Marking</u>					
<u>Inspection and Acceptance</u>					
INSPECTION: Origin ACCEPTANCE: Origin					
<u>Deliveries or Performance</u>					
DOC SUPPL					
<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>					
001 M6785462125010 W90Y63 M 3					
<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>					
001 5,000 0210					
FOB POINT: Destination					
SHIP TO: <u>FREIGHT ADDRESS</u>					
(W90Y63) SR W0K4 USA OSC PINE BLUFF ARS ARMY PA FUNDED ACCT BLDG 23 310 10020 KABRICH CIRCLE PINE BLUFF AR 71602-9500					

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12991152:19200 with revisions in effect as of 17 October 2003 (except as follows):

ALL PRODUCT DRAWINGS ARE DISTRIBUTION A

DELETE ALL ELs & PLs FROM TDPL

TDPL: DOCUMENT	DELETE	REPLACE WITH
MIL-B-60426	XX	--
MIL-STD-118	XX	--
9238841	C-F-206	ASTM D2475 & D461

Add: DTL9238839, Original, 08 March 2004, Sheets 1 thru 22

Add: ECP R3K3024, Sheet 2

Add: Distribution Statement D applies to all product drawings.

Add: Distribution Statement A to those documents in Packaging and Inspection where it is missing in TDP.

DWG 9212564 Vendor Address & new Part No. to:

Crompton Co.
199 Benson Road
Middlebury, CT 06749
Part No. ADIPRENE L-100

The following paragraphs specify Performance Oriented Packaging (POP) test, Item Hazard Classification and Heat Treatment of Wood requirements shall be included in this contract:

Performance Oriented Packaging: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the Manufacturer/Laboratory in accordance with DI-PACK-81059 to the following:

U.S. Army Tank-automotive and Armaments Command
Armament Research, Development and Engineering Center
ATTN: AMSTA-AR-WEP
Picatinny Arsenal, NJ 07806-5000

For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if:

(a) the initial POP test report expires before the end of the contract or

(b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

Item Hazard Classification: All U.S. manufacturers shall make certain that the item is tested in accordance with Part 173, Subpart C, Section 173.58 (a) of 49 CFR, Parts 106-180 to assign proper Class and Division for all explosives (Division 1.1, 1.2, 1.3 and 1.4 Explosives). Registration with the Associate Administrator of Hazardous Materials safety is required in accordance with Part

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173, Subpart C, Section 173.56(b)(1) or 173.56(c) of 49 CFR so that proper markings in accordance with Part 172, Subpart D, Section 172.301(a) and 172.320 (a) are met.

All foreign manufacturers shall make certain that the dangerous goods are tested in accordance with United Nations Committee of Experts on the Transportation of Dangerous Goods (as published in UN Document ST/SG/AC.10.11 latest revision, Recommendations for the Transport of Dangerous Goods - Tests and Criteria) to determine the proper class and division (Class 1-9 and Division 1.1-1.6 for explosives). Registration for air and vessel transport is required with each manufacturing countrys National Competent Authority is issued in accordance with part 2, paragraph 1.3 of the International Civil Aviation organization (ICAO) Technical Instructions and approves the hazard classification and compatibility group assignment and assigns the appropriate shipping name to the dangerous goods. The proper packaging, marking and labeling is contained in the United Nations Committee of Experts on the Transport of Dangerous Goods (as published in UN Document ST/SG/AC.10.1, latest revision, recommendations on the Transport of Dangerous Goods).

For air transport the dangerous goods must comply with the provisions of the International Air Transport Associate (IATA) Dangerous Goods Regulations and for vessel transport, the dangerous goods must comply with the provisions of the Intergovernmental Maritime Organizations International Maritime Dangerous Goods Code (IMDG Code).

These documents shall be forwarded to the U.S. Army Armament Munitions and Chemical Command (AMCCOM), ATTN: AMSMC-PC, AMSMC-PG and AMSMC-SFS, Rock Island, IL 61299-6500 and to the U.S. Army Research Development and Engineering Center, ATTN: AMSTA-AR-WEP, AMSTA-AR-QAW, Picatinny Arsenal, NJ, 07806-5000.

Wood Packaging Materials - The following applies if heat-treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

(End of statement of work)

(CS6100)

C-2 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAR/2004
LOCAL

Supplies procured under this contract are identified as Sensitive Category III, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-3 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR NOV/2005
LOCAL BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you

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access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)
Supervisor Name
Supervisor E-Mail
Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

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Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-4 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION
LOCAL

MAY/2001

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

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(b) Contractor ECPS/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
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D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997
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- (a) Packaging shall be in accordance with 8799211 revision D, dated 01 Feb 2001 and 8799210, revision E, dated 01 Feb 2001.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 8799211 revision D, dated 01 Feb 2001 and 8799210, revision E, dated 01 Feb 2001.

EXCEPTION:

2-D Bar code marking is required in accordance with 8796522, Rev BL, dated 1 May 2003.

PROPER SHIPPING NAME MARKING VERIFICATION: Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current Interim Hazard Classification for this NSN. OCONUS shipment will require a Final Hazard Classification.

UN PERFORMANCE ORIENTED PACKAGING TESTING AND MARKING: Shall be in accordance with Section C. DI-PACK-81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

Heat treat requirements for all non-manufactured wood used in the packaging applies to this contract. See Section C. ECP R3K3015 applies to MIL-B-2427. In addition foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

PALLETIZED LOADS: Palletized load shall be in accordance with DS7203. Marking of the palletized load shall be in accordance with ACV00561, Rev B, dated 1 April 2002. ECP R3K3017 and R3K3024 apply to ACV00561. 2D bar code marking is required.

PALLETIZED LOADS: Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. See Section C. In addition foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

D-2	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988
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(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994

(a) The first article shall be conducted in accordance with DTL 9238839 dated 08 March 2004, paragraph 4.2 and table III; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

(b) The first article shall be delivered to: Contractor's facility. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

(c) The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(d) Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: None. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

(e) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(f) Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of

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instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

(ES6033)

E-4 52.246-4550 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/2004
LOCAL

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

() ISO 9001-2000; only design/development exclusions permitted

(X) ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5 52.246-4506 STATISTICAL PROCESS CONTROL (SPC) MAR/2006
Part I General Statistical Process Control Requirements

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

(d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones

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shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

(f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

(i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(1) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average

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fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

Part II Detailed requirements pertaining to plan submittal

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope:

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document:

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure:

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

1.4 SPC Training:

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls:

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use:

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (C_p) shall be determined. Process performance index shall be greater than or equal to 1.33 (C_{pk}). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (C_{pk}).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent ($C_{pk}=1.33$).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (C_{pk} less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

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1.8 Control Chart Policy:

- a. Type of charts to be used (i.e., \bar{x} bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.
- b. Procedures for establishing and updating control limits, including frequency of adjustments.
- c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.
- d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

1.9 Vendor/Subcontractor Purchase Controls:

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

1.10 SPC Audit System:

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

1.11 SPC Records:

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:

- a. Identify the following for each process/operation by name or characteristic under control:

- (1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.

- (2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

- (3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

- (4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

(a) Rework and Repair are defined as follows:

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(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-7 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT MAY/1994
LOCAL

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-8 52.246-4532 DESTRUCTIVE TESTING MAY/1994

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(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-9 52.246-4552 CRITICAL CHARACTERISTICS
LOCAL

FEB/2004

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

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Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
 - (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
 - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
 - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
 - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
 - (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
 - (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material found to be nonconforming shall not be used without Government approval.
 - (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
 - (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
 - (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
 - (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
 - (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
 - (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
 - (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-7	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-9	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-10	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-11	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-12	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(c) (4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____ (carload, truckload, less-load, wharf, flatcar, driveway, etc.)

(End of clause)

(FF8005)

F-13	52.247-4504 LOCAL	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR SHIPMENTS	MAR/2004
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(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

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Name of Offeror or Contractor:

(FS7115)

F-14 52.247-4505 TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR MAR/2004
LOCAL SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Services (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitivity category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable customer/military service policies in accordance with guidance provided by the Installation Transportation Officer (ITO), Contracting Officer Representative (COR)/Administrative Contracting Officer (ACO), or the Director of Transportation at the activity identified in block 7 of the Standard Form 33.

(b) Transportation officers/offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7116)

F-15 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-16 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

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(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of clause)

(HA8704)

H-3	52.242-4558 LOCAL	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	JUN/1996
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(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

(b) The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NC. OF COPIES</u>
Purchasing Office (PCO)	HQ, Army Sustainment Command ATTN: AMSAS-ACA-R 1 Rock Island Arsenal Rock Island, IL 61299-6500 Email: [REDACTED]	1
Administration Office (ACO)	To be determined at time of award	3
Production Manager	HQ, Joint Munitions Command ATTN: AMSJM-CDA	1

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Name of Offeror or Contractor:

Project Manager

1 Rock Island Arsenal
Rock Island, IL 61299-6500
Email: [REDACTED]

Picatinny Arsenal 1
ATTN: SFAB-AMO-CAS
Picatinny Arsenal, NJ 07806-5000
Email: [REDACTED]

(End of clause)

(HS6026)

H-4 52.245-4506 GOVERNMENT FURNISHED PROPERTY OCT/1994
LOCAL
Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 012 (IOC Form 715-4 Listing of Government Furnished Property Used for Performance) of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 012 (IOC Form 715-4 Listing of Government Furnished Property Used for Performance) of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 012 (IOC Form 715-4 Listing of Government Furnished Property Used for Performance) of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-5 52.246-4557 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995
LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

- Purchasing Office: HQ, Army Sustainment Command
ATTN: AMSAS-ACA-R, Ms. Carrie Barr
1 Rock Island Arsenal, Bldg. 350
Rock Island, IL 61299-6500
Email: [REDACTED]
- Production Management HQ, Joint Munitions Command
ATTN: AMSJM-CDA, Mr. Mike Farrell
1 Rock Island Arsenal, Bldg. 350
Rock Island, IL 61299-6500
Email: [REDACTED]

(End of clause)

(HS6025)

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Name of Offeror or Contractor:

H-6 52.223-4556 DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING JUN/1999
LOCAL CONTRACT COMPLETION OR TERMINATION

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility, and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all applicable state and federal regulations.

(End of clause)

(HS7500)

H-7 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-8 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) - ALTERNATE I	JAN/1997
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-19	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-20	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-22	52.216-4	ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL	JAN/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2006) - ALTERNATE II	OCT/2001
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-3	CONVICT LABOR	JUN/2003
I-28	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-33	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-36	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-37	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-38	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I	AUG/2003
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-41	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-43	52.227-14	RIGHTS IN DATA-GENERAL	JUN/1987
I-44	52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE V	JUN/1987
I-45	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-46	52.229-2	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX	APR/1984
I-47	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-48	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-49	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-50	52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG/1992
I-51	52.232-1	PAYMENTS	APR/1984
I-52	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-53	52.232-11	EXTRAS	APR/1984

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	Regulatory Cite	Title	Date
I-54	52.232-16	PROGRESS PAYMENTS	APR/2003
I-55	52.232-17	INTEREST	JUN/1996
I-56	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-57	52.232-25	PROMPT PAYMENT	OCT/2003
I-58	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-59	52.233-1	DISPUTES	JUL/2002
I-60	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-61	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-62	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-63	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-64	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-65	52.242-13	BANKRUPTCY	JUL/1995
I-66	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-67	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-70	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-71	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-72	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-73	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-74	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB/2006
I-75	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-76	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-77	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-78	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-79	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-80	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-81	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-82	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-83	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-84	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-85	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-86	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-87	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-88	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-89	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-90	252.222-7006	COMBATING TRAFFICKING IN PERSONS	OCT/2006
I-91	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-92	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-93	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-94	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-95	252.225-7004 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
I-96	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-97	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004

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I-98	252.225-7013 DFARS	DUTY-FREE ENTRY	OCT/2006
I-99	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-100	252.225-7021 DFARS	TRADE AGREEMENTS	NOV/2006
I-101	252.225-7033 DFARS	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-102	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-103	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-104	252.227-7032 DFARS	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)	JUN/1975
I-105	252.229-7000 DFARS	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-106	252.229-7002 DFARS	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-107	252.229-7003 DFARS	TAX EXEMPTIONS (ITALY)	JAN/2002
I-108	252.229-7005 DFARS	TAX EXEMPTIONS (SPAIN)	JUN/1997
I-109	252.229-7006 DFARS	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-110	252.229-7007 DFARS	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
I-111	252.229-7008 DFARS	RELIEF FROM IMPORT DUTY (UNITED KINGDOM)	JUN/1997
I-112	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-113	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-114	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-115	252.233-7001 DFARS	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-116	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-117	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-118	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-119	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-120	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING	SEP/1989

(a) The Contractor shall deliver 1 Lot of M54A1 Burstern* within 120 calendar days** from the date of this contract to the Government at (to be determined) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

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(IF8003)

I-121 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS JUL/2005
CONCERNS

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

(End of clause)

(IF8005)

I-122 52.248-1 VALUE ENGINEERING FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-123 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1989

(a) This solicitation includes an evaluated option (See Section M).

(b) The Government reserves the right to increase the quantity of item 0001 by a quantity of up to and including but not exceeding 100 percent for FY08, 50 percent for FY09, and 100 percent for FY10 as an evaluated option at the price(s) quoted below.

(c) If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

(d) The Contracting Officer may exercise the evaluated option at any time preceding 30 September 2008 (FY08), 30 September 2009 (FY09), and 30 September 2010 (FY10) by giving written notice to the Contractor.

(e) Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

(f) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

(g) Offered Unit Prices for the Option Quantities are:

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Unit Price

Evaluated Option

(F.O.B. Origin for CONUS bidders,

F.O.B. Destination for OCONUS bidders)

\$ _____ CLIN 0001 FY08 (100%)

\$ _____ CLIN 0001 FY09 (50%)

\$ _____ CLIN 0001 FY10 (100%)

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of clause)

(IF6080)

I-124

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL

IDENTIFICATION NO.

(If none, insert "None")

(End of clause)

(IF6350)

I-125

52.229-7

TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS

JAN/1991

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of 'TBD' have agreed shall not apply to expenditures made by the United States in 'TBD', or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of 'TBD.' If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of 'TBD' agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in 'TBD,' the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of clause)

(IF6100)

I-126

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

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"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-
- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (v) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

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- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-127 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

- (b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days after acceptance.

- (c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b) (1) of this clause within 120 days after discovery of defects.

(End of clause)

(IF6070)

I-128 252.217-7001 SURGE OPTION AUG/1992
DFARS

- (a) General. The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than 200 percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.***

(End of clause)

(IA6701)

I-129 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

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NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
1. Burstster, Projectile	1320-01-464-2033	III
2. Cyclotol	1376-00-007-4872	III
3. Trinitrotoluene (TNT)	1376-00-628-3333	III

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-130 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES MAR/2006
DFARS STATES

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from -1- (Contracting

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Officer to insert applicable information cited in PGI 225.7403-1).

(End of clause)

(IA6720)

I-131 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-132 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcm.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of

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an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-133 252.216-7003 ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY JUN/1997
DFARS A FOREIGN GOVERNMENT

(a) The Contractor represents that the prices set forth in this contract-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of _____ (Offeror insert name of host country); and

(End of clause)

(IA7002)

I-134 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM JUN/2005
DFARS

(a) Definitions. As used in this clause-

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

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(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(8) United States means the 50 states, the District of Columbia, and outlying areas.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act / Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

(IA7732)

I-135 252.229-7001 TAX RELIEF
DFARS

JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ (Offeror insert) RATE (PERCENTAGE): _____ (Offeror insert)

(End of clause)

(IA7006)

I-136 252.229-7001 TAX RELIEF (JUN 97) - ALTERNATE I
DFARS

JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ (Offeror insert) RATE (PERCENTAGE): _____ (Offeror insert)

(End of clause)

(IA7007)

I-137 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT
DFARS

MAR/1998

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual

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Name of Offeror or Contractor:

authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-138 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD NOV/2005
DFARS CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-139 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-140 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

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d. Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-141 52.247-4544 TRANSPORTATION CONTAINERIZATION JAN/1991
LOCAL

(a) If production quantities require containerization for shipment to destination the following will apply (a) Containerization of shipments will be accomplished utilizing only 20 foot long American National Standards Institute/International Organization for Standardization (ANSI/ISO) freight containers, and/or 20 foot MILVANS which bear, in addition to a manufacturer's data plate, a CONVENTION FOR SAFE CONTAINERS (CSC) SAFETY APPROVAL PLATE. Any repairs made to containers/MILVANS must be accomplished in accordance with the specifications of the International Maritime Dangerous Goods (IMDG) Code.

(b) The Contractor will be liable to the Government for any loss or damage resulting from improper source stuffing, utilization of containers, or failure to comply with the containerization requirements of the contract. The contractor will also be liable for any additional costs accrued due to use of other than 20 foot long ANSI/ISO freight containers, and/or 20 foot MILVANS.

(End of clause)

(IS7011)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)			
Attachment 001	DOCUMENT SUMMARY LIST		003	
Attachment 002	INSTRUCTIONS FOR COMPLETING CDRL DD FORM 1423		001	
Attachment 003	GUIDANCE ON DOCUMENTATION OF CDRL		002	
Attachment 004	ADDRESSES FOR CDRL SUBMITTALS		001	
Attachment 005	SCOPE OF WORK - GFM ACCOUNTABILITY INSTRUCTIONS		001	
Attachment 006	ADDRESS CODE DISTRIBUTION FOR ECP/NOR/RFD		001	
Attachment 007	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 008	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 009	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 010	IOC 715-3 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS		002	
Attachment 011	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 012	IOC FORM 715-4 - LIST OF GOVERNMENT FURNISHED PROPERTY USED FOR PERFORMANCE		001	
Attachment 013	AFSC FORM 715-7 -		001	
Attachment 014	PAST PERFORMANCE CUSTOMER SURVEY		004	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	Regulatory Cite	Title	Date
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006
(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.			
(2) The small business size standard is 1,500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.			
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:			
[] (i) Paragraph (c) applies.			
[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.			
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.			

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

A best value, competitive, 4-year (Base year w/3 Option years) multiple-year firm fixed price contract is contemplated for award. There will be an evaluated option (100% for FY08, 50% for FY09, and 100% for FY10) included in this award. All proposals shall be submitted in English and prices shall be proposed in U.S. dollars. Failure to comply with these instructions could render the proposal unacceptable for further consideration.

Award will be made to the offeror whose manufacturing plan, recent, relevant past performance, price and small business utilization plan provides the best value to the Government.

Preparation Instructions:

Information to be submitted: Offerors shall provide information for each Factor and Sub-Factor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offerors proposal.

General Instructions: Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in the solicitation. The original, one hard copy, and one electronic copy on CD shall be submitted with the offerors proposal. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offerors proposal ability in the following areas: Technical/Management, Past Performance, Price and Small Business Utilization.

The proposal shall be submitted in five volumes as set forth in the table below. Information provided shall be specific to each factor.

Volume	Title	Maximum Pages
I	Technical/Management (Manufacturing Plan)100 pages Subfactor A - Delivery Schedule Subfactor B - Essential Processes, Procedures and Skills Subfactor C - Quality	
II	Recent, Relevant Past PerformanceUnlimited Subfactor A - On-Time Delivery (Same or similar in quantities required by this contract) Subfactor B - Quality	
III	Price (Section B of the RFP completed)Unlimited	
IV	Small Business Utilization Plan (not including SF 294s).....10 pages	

Specific Instructions by Factor/Subfactor:

Factor I - Technical/Management (to include Manufacturing Plan)

- Subfactor A - Delivery Schedule
- Subfactor B - Essential Processes, Procedures and Skills
- Subfactor C - Quality

The plan must describe a manufacturing program that will ensure that the M54A1 Burster will meet all requirements as well as be delivered in time to support the critical load, assemble and pack (LAP) delivery schedule in order to avoid impact on critical training rounds. The plan should describe the processes that will allow for delivery at the required delivery rate (including LAT quantities), and it must be realistic, achievable, and supportable. Plan shall include data to verify that other existing or projected programs will not impact the manufacturing facility and deliveries for this program.

Data shall include time-phase manufacturing schedule for those other programs, assignments of floor space, machines, or other units of resources to programs and other data used by the contractor to verify that he will meet the required contract schedule requirement.

The plan shall also describe a manufacturing plan, which will ensure that the M54A1 Burster will be manufactured in accordance with the applicable technical data and must include a complete description of equipment and processes to be utilized to produce the M54A1 Burster (including the submittal of process maps down to the level necessary to clearly articulate the offerors knowledge of how to produce the burster). The plan shall address the offerors understanding of melting, mixing and pouring Composition B5 explosives (including the submittal of process maps) and the various parameters that must be considered.

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Additionally, the plan shall address the essential skills, knowledge, and availability of the offerors labor force to include management, quality engineering, and production. The offeror shall indicate the Six Sigma certification (or equivalent) of management, quality engineering and production. The plan shall also describe and demonstrate that the offerors quality system meets the requirements of ANSI/ASQC ISO 9001:2000 or an equivalent quality program acceptable to the government. The offerors proposal for its Quality System must define its organizational structure, responsibilities, procedures, processes, and resources proposed for implementing quality management. The plan must also discuss the requirements of the contractors current quality manual. The offerors plan must also describe in detail its plan for implementation and maintenance of processes as required by the critical characteristics provision.

Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the technical/management area.

Factor II - Recent, Relevant Past Performance

Subfactor A On-Time Delivery

Subfactor B Quality

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 3 years prior to the solicitation closing date up until date of award, or 2) awarded more than three years prior to closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the closing of this solicitation, and/or contracts subsequent to the closing date.

The offeror must submit all contracts; government, commercial, FMS that meet the criteria of the definition for Recent. Recent is defined as occurring within the past three years prior to the solicitations initial closing date. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as contracts demonstrating capabilities and/or utilizing the same manufacturing processes, essential skills and unique techniques needed to produce to produce the M54A1 Burster in particular melting, mixing and pouring of Composition B5 explosive or something similarly complex. A similar item shall also have performed under similar performance parameters and environmental conditions as the M54A1 Burster.

Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

Name of Contracting Activity
Contract Number
Contract Type (fixed price, cost reimbursable, etc.)
Total Contract Value
Description of work or NSN, Part Number and how it is relevant
Contracting Officer/Contract Manager, current telephone number and current email address
Administrative Contracting Officer, current telephone number and current email address
A brief summary of each contract cited, addressing on time deliveries and quality sub-factors

A past performance customer survey for each contract listed completed by the applicable contracting officer. Survey should be emailed/mailed to the contracting office directly from the person(s) provided the survey. Email address to send surveys is carrie.barr@us.army.mil. Mailing address is in Block 7 of the SF33. Survey is attached to this solicitation. All past performance information shall be received by contracting officer no later than 10 days prior to closing of the solicitation.

Subfactor A - On-Time Delivery

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information on original deliveries scheduled, and, if applicable, revisions made and the reasons for the revision even though this supporting information may precede the period defined as recent above. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The original delivery schedule will be compared to the actual delivery schedule to determine whether deliveries were made on time and whether there were any slippages due to contractor fault.

Subfactor B Quality

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve its process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures,

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Quality Deficiency Reports (QDRs), and/or other product quality or related problems.

Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

The factor of Past Performance, including the sub-factors of On-Time Delivery and Quality will also each be rated as Unacceptable, Adequate, Excellent or Unknown based on the definitions outlined in Section M.

Factor III Price

The offerors shall submit prices in accordance with the requirements in Section B of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in American dollars.

Factor IV - Small Business Utilization

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT or SERVICE	COMPANY NAME
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
TOTAL SB \$	\$ _____	_____	_____
LARGE BUSINESS	EST. \$ VALUE	PRODUCT or SERVICE	COMPANY NAME
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
EST. TOTAL CONTRACT	\$ _____		
EST. TOTAL SUBCONTRACTING	\$ _____		

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

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(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

*** END OF NARRATIVE L 0001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	Regulatory Cite	Title	Date
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-6	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
L-9	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-10	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES-EVALUATION OF OFFERS	APR/2003
	DFARS		
L-11	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
	DFARS		
L-12	52.233-2	SERVICE OF PROTEST	SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [REDACTED]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

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L-13 52.211-4510 PARTNERING
AMC

AUG/2001

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be as follows:

(1) Mr. Norman Brown
Procuring Contracting Officer
AMSAS-ACA-R
[REDACTED]

(2) Ms. Carrie Barr
Contract Specialist
AMSAS-ACA-R
[REDACTED]

(3) Mr. Mike Farrell
Production Manager
AMSJM-CDA
[REDACTED]

(4) Mr. David Kondas
Project Manager
SFAE-AMO-CAS
[REDACTED]

(End of provision)

(LM6100)

L-14 AMC AMC-LEVEL PROTEST PROGRAM

MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd. Room 2-1SE3401

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Name of Offeror or Contractor:

Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-15 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

Vendors Electronic Mail Address: _____

(End of provision)

(LS7100)

L-16 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309) 782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and

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Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-17 52.215-4578 COST DATA BREAKDOWN OCT/1997
LOCAL

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-18 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-19 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
[REDACTED]
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
[REDACTED]
peifferw@ria.army.mil

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Name of Offeror or Contractor:

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
[REDACTED]
emccarthy@wva.army.mil

(End of provision)

(LS7010)

L-20 52.247-4574 F.O.B. POINT (RFPs)
LOCAL

SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.209-4585 LOCAL	COST OF FIRST ARTICLE TESTING (GOVERNMENT TESTING)	SEP/1995

(a) Evaluation of bids or offers where first article tests are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing and by subtracting the price bid, if any, for such CLIN from the total amount bid for all CLINs.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(c) The Government is responsible for first article testing and the cost to the Government for such testing shall be a factor in the evaluation of bids for award, to the extent that such cost can be realistically estimated. Such estimated cost is \$0.00

(End of provision)

(MS6030)

M-4	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997
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The following are the evaluation factors for award:

Basis for Award:

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials). Award will be made to the offeror whose manufacturing plan; recent and relevant past performance; price; and Small Business Utilization provides the best value to the Government. Integration of the Technical/Management area with the total evaluated price, performance risk assessment, and Small Business Utilization could result in award to an offeror other than the one with the lowest price/estimated cost.

Proposals will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

Evaluation Factors/Process:

Evaluation Factor I - Technical Management:

The Government, as a minimum, will consider the following information to determine if the offeror has the technical know how, equipment,

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and personnel required to manufacture the product in accordance with the critical delivery schedule. All required certifications and standards must be identified. Other (non-required) certifications, abilities, and capabilities, which would enhance the manufacturing plan of the offeror to complete the M54A1 Burster, may be addressed under a separate section of the written report. This evaluation will become an integral part of the overall technical/management evaluation. Rating will be based on the various areas including but not limited to those described below:

Subfactor A - Delivery Schedule

The plan will be evaluated based on evidence of capacity and capability. Equipment, resources, and facilities must guarantee production can be achieved in the necessary quantities and on time to meet the required delivery dates. Data must show that other programs currently in house or scheduled for the future will not affect the production of the M54A1.

Subfactor B - Essential Processes, Procedures and Skills

The plan will be evaluated on the adequacy of existing equipment and facilities. The offeror must demonstrate that he has the equipment necessary to manufacture according to the Technical Data Requirements. If shortfalls of manufacturing equipment and/or facilities exist, the remedy will be evaluated. The plan will be evaluated on the capability of personnel to be used to perform the essential processes and procedures required to meet the delivery schedule. Evaluation will be made on the offerors essential skills knowledge, processes, personnel and capacity including, but not limited to:

a) Personnel Qualifications

- Melt Pour Operations and Facilities
- Radiographic Inspections
- Program Management and ability to meet and adhere to a schedule

b) Melt Pour Process Equipment and Capabilities - Information regarding personnel qualifications and experience. Explosive inspection equipment, metal parts preparation, explosives melting, loading, cooling, storage and handling. Melt pour process equipment, controls, tooling and other ancillary equipment to include manufacturer, model, capabilities, capacities, operational range, rate, age and condition, special features and other relevant information. The Government will also evaluate the offerors plan on melting, mixing and pouring of Comp B5.

c) Hazardous and explosive wastes - Information regarding the capabilities to process explosive waste and explosive contaminated wastes. Also, the ability to receive, handle, store, inspect, dispose of and ship the required quantities of explosive and ammunition.

d) Safety and environmental personnel qualifications, experience and facilities/equipment - Evaluation will be based on number and type of facilities/equipment and personnel and their experience.

e) Problem solving skills and DOE (design of experiment) capability - Evaluation will be based on number and type of personnel, experience, and integration of the workforce.

Subfactor C Quality

The offeror must demonstrate that its quality assurance general plan meets the requirements of ISO 9001:2000 or an equivalent quality program acceptable to the government. The offeror's quality plan for this effort will be evaluated on how well it will maintain good workmanship, product reliability at the required production rate, and conform to the critical characteristics provision. The offer must also demonstrate that they possess in process inspection equipment/personnel and controls, radiographic inspection equipment capabilities, and personnel experience/certifications.

Evaluation Factor II - Past Performance

Subfactor A - On-Time Delivery

The offeror will be evaluated as to his ability to meet the required delivery schedule based on performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

Subfactor B Quality

The offeror will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

- a) The proof or objective evidence that the offerors quality program identifies adverse trends/deficiencies, and has adequate corrective actions to correct adverse trends/deficiencies.

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- b) The number of RFWs and RFDs, and whether they were caused by the contractors lack of process control.
- c) The number of QDRs that were caused by the contractor.
- d) How did the offerors quality program respond to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems, to the extent there were any. Examination of the root cause analysis of the deficiency and corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks effected by the deficiency/nonconformance.
- e) Has the offeror had any other quality problems as identified in the PPIMS database.

Evaluation Factor III Price

Price will be an evaluation factor; however, it will not be adjectivally scored. Price will be evaluated in accordance with all price related factors specified in the RFP. The Federal Acquisition Regulation (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. If the price/cost is out of realistic range then best value will not be served. In addition, costs of GFE in possession of a contractor will be evaluated based on the factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property located in this Section. If applicable, a transportation evaluation factor will be added to each respective bid if F.O.B. origin prices are requested. Prices will be requested for the base year and 3 option years. The contractor offering the lowest price for the total of all years, including the base year and option years, with addition of the factors mentioned above added on will be considered as the low offeror as far as price is concerned.

Evaluation Factor IV - Small Business Utilization Plan

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. Proposed (sub-factor) - The Government will evaluate all offerors (small, large and foreign) proposed utilization of:
 - Small Business (SB)
 - Small Disadvantaged Business (SDB)
 - Women-Owned Small Business (WOSB)
 - Veteran-Owned Small Business (VOSB)
 - Service Disabled Veteran-Owned Small Business (SDVOSB)
 - Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
 - Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).
2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.
3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:
 - a. Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.
 - b. The extent of Small Business participation in terms of value of the total contract.
 - c. Realism. To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:
 - (i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.
 - (ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract.
 - (iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

Rating Evaluation Criteria

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Definitions:

Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength is an aspect or attribute of an offerors proposal that appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Technical Management including subfactors of Delivery Schedule, Essential Processes and Procedures, Essential Skills, and Quality, will each be rated as Unacceptable, Adequate, and Excellent based on the following ratings:

Unacceptable: Substantial doubt exists that the offeror will meet the M54A1 Burster delivery schedule based on its plan and/or the possible on-site visit. Substantial doubt exists that the offeror has the essential processes and procedures to ensure that the M54A1 Burster will be manufactured in accordance with applicable technical data. No process maps depicting the process for melting and mixing of Composition B5 and/or the pouring of the burster tubes are presented. Shortfalls in facilities or equipment are not documented and/or a plan to remedy such shortfalls is not acceptable (timely complete, or reasonable). It is unlikely that the offeror could meet required quantities of production, if necessary, in the event of a national emergency. Substantial doubt exists that the offeror has essential skills, knowledge and trained labor in place to produce the contract quantities. Shortfalls in skills, knowledge or labor exist without a recruitment strategy or plan to remedy such shortfalls. Substantial discrepancies exist that the quality program does not meet criteria (ISO 9001:2000 or equivalent quality program). The offeror's quality plan creates substantial doubt that the offeror will maintain good workmanship, and product reliability at the required production rate in accordance with the critical non-conformance provision.

Adequate: Some doubt exists that the offeror can meet the critical required delivery schedule. The plan and/or on-site visits may demonstrate the possibility of meeting the critical delivery schedule, but some areas of the plan are questionable. Some doubt exists that the offeror has the essential processes and procedures to ensure that the M54A1 Burster will be manufactured in accordance with the applicable technical data. Process maps depicting most of the process for melting and mixing of Composition B5, as well as the pouring of the burster tubes are presented and marginally articulated. Shortfalls in facilities or equipment are documented and the plan to remedy such shortfalls is acceptable (timely, complete and reasonable). Some doubt exists that the offeror will be capable of producing required quantities of production, if necessary, in the event of a national emergency. Some doubt exists that the offeror has essential skills, knowledge and trained labor to produce the contract quantities. There is some doubt that the offeror has an experienced production manager and persons experienced in the critical processes required to produce this item on board. The offeror demonstrates a clear understanding of the essential skills requirement. The offeror has an acceptable plan or recruitment strategy to remedy any shortfalls in essential skills, knowledge or labor. Some discrepancies exist that the offerors quality plan does not meet the requirements; some findings have been identified which require improvement to meet criteria (ISO 9001:2000 or equivalent quality program). The offeror's quality plan creates some doubt that the offeror will maintain good workmanship and product reliability at the required production rate in accordance with the critical non-conformance provision.

Excellent: Little or no doubt exists that the offeror will meet the critical delivery schedule. The plan presented is realistic, achievable and supportable. The plan and/or on-site visit demonstrates clearly that any other program in house or scheduled for the future will not adversely impact the M54A1 Burster production. Little or no doubt exists that the offeror has the essential processes and procedures and will manufacture the M54A1 Burster in accordance with the applicable technical data. Process maps depicting the entire process for melting and mixing of Composition B5, as well as the pouring of burster tubes are presented and clearly articulated. There are no shortfalls in manufacturing facilities or equipment. Little or no doubt exists that the offeror is capable of producing required quantities of production if necessary. Little or no doubt exists that the offeror has the essential skills, knowledge and trained labor to produce the contract quantities. This may be demonstrated by certifications (Six Sigma or equivalent), degrees and past experience of the workforce. The offeror has essential leadership positions on board, including engineering, production management and experienced foremen. The offeror demonstrates a clear understanding of essential skills and hiring requirements necessary to produce at required levels. Few or no discrepancies exist; the offeror has a quality system that fully meets criteria (ISO 9001:2000 or equivalent quality program). Little or no doubt exists, based on the quality plan, that offeror will maintain good workmanship and product reliability at the required production rate in accordance with the critical non-conformance provision.

Past Performance, including the sub-factors of On-Time Delivery and Quality will also each be rated as Unacceptable, Adequate, Excellent or Unknown based on the following:

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For Subfactor A - On-Time Delivery:

Unacceptable/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Excellent/Low Performance Risk: Based on past performance, little or no doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little to no history of not meeting required delivery schedule due to its own fault.

Unknown: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

For Subfactor B - Quality:

Unacceptable/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing some quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Excellent/Low Performance Risk: Little doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and has a history of very few to no quality related problems such as QDRs, RFWs, FAT Failures/LAT failures, ballistic LAT failures which were the fault of the offeror. There is virtually no doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

Small Business Utilization Plan

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance (i.e. realism). The following adjectival ratings will be used to rate proposals: Excellent, Good, Adequate, Marginal or Neutral.

Note: If an offeror has no Small Business Utilization Past Performance, the proposal will be evaluated on only the elements of complexity of specific products or services that will be provided by those SBs and HBCU/MIs and the extent of SB participation in terms of value of the total contract. The proposal will be given an adjectival rating without regard to past performance, treating this lack of past performance neither favorably nor unfavorably. Such an offerors rating will, however, note that it had no Small Business Utilization Past Performance. This will allow the Source Selection Authority to make any necessary trade-offs.

Evaluation Factors Ratings:

Technical Management is significantly more important than Past Performance which is more important than Price, which is significantly more important than Small Business Utilization. Unless otherwise stated, sub factors under each factor are of equal importance. All evaluation factors other than Price are, when combined, significantly more important than Price.

(End of provision)

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M-5 52.247-4588 TRANSPORTATION EVALUATION JAN/1995
LOCAL

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at the date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Freight classification - NMFC: 064300 UFC: 35610

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Pine Bluff Arsenal, AR

(d) Evaluation will include the quantities and sources of government furnished material listed below.

- 1) TNT Type I Flake - 8,061 lbs. for base year
- 2) CYCLOTOL - 69,405 lbs. for base year

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

- (1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.
- (2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.
- (3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.
- (4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.
- (5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

M-6 52.209-4590 FIRST ARTICLE APPROVAL SEP/1995
LOCAL

(a) Evaluation of bids or offers where first article test is waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

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(End of provision)

(MS7007)